

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CENGAGE LEARNING, INC. :
(f/k/a THOMSON LEARNING, INC.) :
PEARSON EDUCATION, INC. :
JOHN WILEY & SONS, INC., and :
THE MCGRAW-HILL COMPANIES, INC, :
:

Plaintiffs, :

-against- :

BUCKEYE BOOKS, :
USED BOOK EXCHANGE, :
TEXTBOOKSRUS.COM., LLC, and :
PHILIP SMYRES, :

Defendants. :
:
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**AFFIDAVIT OF WILLIAM
SAMPSON**

07 Civ 8540 (CM)(THK)

WILLIAM SAMPSON, being duly sworn, deposes and states as follows:

1. I am the Manager of Infringement and Anti-Piracy at Cengage Learning, Inc ("Cengage"). I submit this affidavit in support of plaintiffs' opposition to defendants' motion to dismiss the Complaint for lack of personal jurisdiction, and to convey my understanding of the individual defendant Philip Smyres' ("Smyres") control over defendant Textbooksrus.com, LLC.

2. Unless otherwise stated, the matters affirmed herein are within my personal knowledge and are true, or are based on documents or information from Cengage, in which case I believe them to be true.

3. Used Book Exchange ("UBX"), Buckeye Books ("Buckeye"), through Smyres, have been customers of Cengage Learning since approximately 1995. I also understand that they are customers of the other plaintiffs in this lawsuit- John Wiley & Sons, Inc., Pearson Education, Inc., and The McGraw-Hill Companies, Inc. Smyres is listed as the owner and primary contact

person of UBX and Buckeye according to Cengage's customer records. Smyres also owns and operates an e-commerce company called Textbooksrus.com, LLC ("TRU"), which sells textbooks over the internet, apparently to consumers all across the United States. TRU has never been one of Cengage's customers.

4. From September 13, 2006 to August 6, 2007, Mary Rogren and Jessica Stitt, two of my colleagues at Cengage, made a number of purchases from TRU, all of which were delivered to states outside of New York. All the books TRU delivered were either pirated copies (i.e. counterfeit) or international editions of the books. "Textbooks R Us" stickers covered the territorial sales restrictions on those international editions, and fake U.S. bar codes and ISBN's covered the foreign bar codes and ISBN's, presumably to conceal their foreign manufacture from consumers.

5. In August 2006, Cengage closed an Amazon auction set up by Smyres and TRU because that auction violated Amazon's Seller Participation Agreement through its offering of teacher's edition textbooks for sale on Amazon.

6. On August 29, 2006, in response to Cengage's closure of TRU's auction site, Smyres personally contacted Jessica Stitt, Cengage Learning's Infringement and Anti-Piracy Paralegal, complaining about the closure in an email titled, "Rights holder complaint."

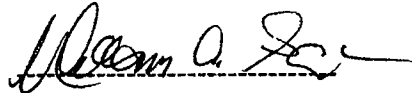
7. In Smyres' email, Smyres referred to himself as the "CEO" of TRU, and stated, "Interfering with my business is a very serious matter," and threatened to have his attorney contact Cengage regarding the auction closure.

8. On August 30, 2006, given that it was clear that Smyres was the main contact and CEO at TRU, I responded directly to Smyres' email, explaining the reasons why Cengage made

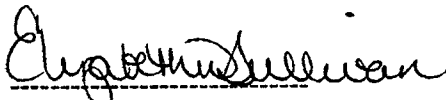
the decision to close TRU's Amazon auction. Copies of Smyres' email and my response are attached hereto as Exhibit "A."

9. It is clear from the exchange of email correspondence, the fact that Smyres took it upon himself to investigate and complain about the auction closure, as well as his self-attribution of the title of "CEO" of TRU in his email, that he is not only the owner and head of TRU, but also the manager of its day to day operations.

10. In April, 2007, UBX and Smyres returned an order of textbooks to Cengage (then named "Thomson Learning") for a full refund, directly representing that the textbooks they were returning were those that had been originally purchased from Cengage. To the surprise of Cengage's representatives, upon their inspection of the books UBX and Smyres returned for refunds, they found three of the textbooks to be pirated. They were not the original books that defendants purchased from Cengage, as they represented at the time.


WILLIAM SAMPSON

Sworn to before me this the
8th day of November, 2007


NOTARY PUBLIC

ELIZABETH D. SULLIVAN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Feb. 03, 2014
Acting in the County of Calhoun

